

15CV002463

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

PROSPERITY HANDS, LLC, ELOISE JONES and
ROBERT JONES
1318 West Ring Street
Milwaukee, WI 53206

Plaintiffs,

Case No.

vs.

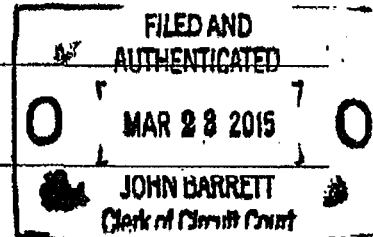
Code: 30201

Classification: Property Damage

STATE FARM FIRE AND CASUALTY COMPANY,
a foreign corporation,
c/o Steve Davis, Registered Agent
245 South Executive Drive, Suite 200
Brookfield, WI 53005,

Defendants.

COMPLAINT



NOW COME the above-named plaintiffs, Prosperity Hands, LLC, Eloise Jones and Robert Jones, by their attorneys, the Law Offices of Robert A. Levine, represented by Robert A. Levine, and for a first claim against the defendant, State Farm Fire and Casualty Insurance Company, allege and show to the court as follows:

1. At all of the times hereinafter mentioned, the plaintiff Prosperity Hands, LLC (hereinafter "LLC"), was a Wisconsin limited liability corporation, and was involved in the dry cleaning and laundering business with its principal place of business located at 3737 North Teutonia Avenue in the City and County of Milwaukee, State of Wisconsin.

2. At all of the times hereinafter mentioned the plaintiffs Eloise Jones and Robert Jones were and now are wife and husband and were the owners of the plaintiff LLC.

3. Upon information and belief, at all of the times hereinafter mentioned the defendant State Farm Fire and Casualty Insurance Company (hereinafter "State Farm") was and now is a foreign insurance corporation with its registered agent for service in Wisconsin, Steve Davis, located at 245 South Executive Drive, Suite 200, Brookfield, Wisconsin 53005, and is engaged in the insurance business writing policies of insurance.

4. Upon information and belief, on or about the 30th day of March, 2012, the plaintiff LLC purchased a policy of insurance from the defendant State Farm, through its agent Leonard Cratic, which policy, among others, was to cover water damage to the plaintiff LLC's premises.

5. On or about the 19th day of April, 2013, there was a torrential rainstorm and Teutonia Avenue flooded, resulting in substantial damages to the LLC's premises, including, but not limited to, flooding in the basement and damage to the premises as a result of damage to the roof.

6. Upon information and belief, the plaintiff LLC, through the plaintiffs Eloise Jones and/or Robert Jones, notified the defendant State Farm of the damages to the plaintiff LLC's building and, in addition, complied with all of the terms and conditions of the policy of insurance issued to the plaintiff LLC by the defendant State Farm.

7. Upon information and belief, the defendant State Farm has failed and refused to pay the damages incurred by the plaintiffs LLC and Eloise Jones and Robert Jones as a result of the flooding and failed to comply with the terms and conditions of the policy of insurance entered into between the parties; that by reason thereof, the plaintiffs LLC, and Eloise Jones and Robert Jones were unable to repair the plaintiff LLC's building, resulting in the loss of the building and the loss of the business, resulting in substantial damages to the plaintiffs LLC, Eloise Jones and Robert Jones in an amount to be set by the trier of fact.

That as and for a second claim against the above-named defendant State Farm Fire and Casualty Insurance Company, for and on behalf of the plaintiffs Prosperity Hands, LLC, Eloise Jones and Robert Jones, the above-named plaintiffs, Prosperity Hands, LLC, Eloise Jones and Robert Jones, by their attorneys, the Law Offices of Robert A. Levine, represented by Robert A. Levine, allege and show to the court as follows:

8. Reiterate, repeat and reallege by reference all of the allegations contained in Paragraphs 1 through 7 of the first claim for and on behalf of the plaintiffs LLC, Eloise Jones and Robert Jones with the same force and effect as if herein set forth in full.

9. Upon information and belief, the defendant State Farm has failed to properly investigate this matter and has failed to proceed with due diligence, knowing that the plaintiffs LLC, Eloise Jones and Robert Jones did not have adequate funds to repair the building; and that the plaintiffs LLC, Eloise Jones and Robert Jones would lose the building and their business.

10. Upon information and belief, the defendant State Farm has arbitrarily refused to make payments in accordance with the terms and conditions of the insurance policy written by it and entered into between the parties, knowing that its refusal would result in substantial hardship and damages to the plaintiffs LLC, Eloise Jones and Robert Jones, and the loss to the plaintiffs LLC, Eloise Jones and Robert Jones of the building and business.

11. The defendant State Farm's conduct in failing to comply with the terms and conditions of the insurance contract between the parties by resolving this claim in a timely manner by paying proceeds of its insurance policy is reckless, wanton and in total disregard of the rights of the plaintiffs LLC, Eloise Jones and Robert Jones; that in addition to compensatory damages, the


plaintiffs LLC, Eloise Jones and Robert Jones also are entitled to punitive damages as a result of the bad faith of the defendant State Farm, its agent(s), servant(s) and/or employee(s).

WHEREFORE, the plaintiffs Prosperity Hands, LLC, Eloise Jones and Robert Jones demand judgment against the defendant State Farm Fire and Casualty Insurance Company on their first and second claims in amounts the trier of fact deems fair and reasonable, together with their costs and disbursements.

DEMAND IS HEREBY MADE FOR A TWELVE PERSON JURY

Dated at Milwaukee, Wisconsin this 25th day of March, 2015.

LAW OFFICES OF ROBERT A. LEVINE

By: 

Robert A. Levine
State Bar No. 01011965
Jonathan J. Cattey
State Bar No. 01079322

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